

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI and SONIA SINCHE  
his wife, Per Quod

Plaintiffs,

-against-

Civil Action No.:  
08-CV00339

**NOTICE OF MOTION**

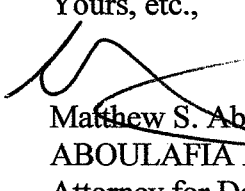
202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a GRANDVIEW ESTATES, LLC.

Defendants.  
-----X

PLEASE TAKE NOTICE that upon the annexed affirmation of Matthew S. Aboulafia dated July 22, 2008, the undersigned will move this Court at the United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse located at 500 Pearl Street, Room 1920, New York, New York 10007 on the 13<sup>th</sup> day of August 2008 at noon of that day, or as soon thereafter as counsel can be heard, for an order to vacate the Default Judgment pursuant to FRCP §60(b) and allow the Defendants to interpose an answer, and for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
July 22, 2008

Yours, etc.,

  
Matthew S. Aboulafia, Esq.  
~~ABOULAFIA LAW FIRM LLC~~  
Attorney for Defendant  
60 East 42<sup>nd</sup> Street, Suite 2231  
New York, NY 10165  
(212) 684-1422

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI and SONIA SINCHE  
his wife, Per Quod

Civil Action No.:  
08-CV00339

Plaintiffs,

-against-

**AFFIRMATION IN  
SUPPORT**

202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a GRANDVIEW ESTATES, LLC.

Defendants.  
-----X

Matthew S. Aboulafia, an attorney duly admitted to practice law before the courts  
of this state, affirms the following under the penalty of perjury:

1. I am the attorney for Defendant 202 GRANDVIEW ESTATES, LLC AND  
MOSHE JUNGER d/b/a GRANDVIEW ESTATES, LLC. (hereinafter "202 GRANDVIEW") in  
the above matter and submit this Affirmation in Support of the within Motion to Vacate the  
Default Judgment pursuant to FRCP §60(b).

2. This is an action for injuries sustained by the Plaintiff while doing work on the  
Defendant's property while employed by Tadana Construction LLC, a subcontractor hired by  
Master Roofing & Siding Inc. Defendant 202 GRANDVIEW had entered into a contract with  
Master to perform certain roofing work at the Defendant's property and said contract also  
contained a hold harmless provision, as well as 202 GRANDVIEW being named as an additional  
insured on Master's policy. Please see Affidavit from Moshe Junger attached hereto and Exhibits  
"B" and "C." Master Roofing then subcontracted some or all of the work out to Tadana  
Construction, who was the Plaintiff's employer.

3. The action was commenced in January 2008, and the Defendant was allegedly  
served via the Secretary of State but never actually received the summons and complaint. Please

see Junger affidavit. Moreover, the Defendant had no knowledge of this lawsuit until it received the notice of entry and supporting papers on or about May 28, 2008. At that time, Mr. Junger on behalf of himself and the Defendant corporation contacted his insurance company and Master's insurance company to come in and defend 202 GRANDVIEW. Please see Exhibits "D, E & F." Subsequently, Mr. Unger contacted and retained the undersigned who is moving for said relief.

4. The within Motion to Vacate the Default Judgment should be granted pursuant to FRC §60(b)(4) on the ground that the judgment was void for lack of personal jurisdiction and pursuant to FRCP §60(b)(1) on the basis that all three criteria for determining whether to vacate such a judgment have been satisfied, which will be discussed more fully below. Specifically, as the Second Circuit held in *Davis v. Musler*, 713 F2d 907, 915 (2d Cir. 1983), a motion to vacate a default judgment pursuant to FRCP §60(b)(1) should be granted when sufficient evidence is presented that (1) the default was not willful; (2) the defendant has a meritorious defense; and (3) there is little or no prejudice that may occur to the non-defaulting party if relief is granted. In this case, the within papers present more than sufficient evidence that all three criteria have been met and that personal jurisdiction was not established.

**I. The default judgment is void under FRCP §60(b)(4) for lack of personal jurisdiction.**

5. First of all, Plaintiffs' Default Judgment should be vacated merely upon the fact that personal jurisdiction was not established upon the Defendants as they never received the summons and complaint in this action. While Plaintiffs claim, though this cannot be confirmed, the Defendants were served via the New York Secretary of State, said papers were never received. Please see Junger Affidavit. The Plaintiffs were required to mail a copy to the

Defendant corporation and also personally serve the individual, Mr. Junger. Please FRCP §4(e) and 4(h). Accordingly, the Plaintiffs did not serve the Defendants properly, and therefore do not have valid personal jurisdiction over 202 GRANDVIEW or Mr. Junger.

**II. Pursuant to FRCP §60(b)(1) the judgment should be vacated because the Defendants' default not willful, they have a meritorious defense, and there is no prejudice to the Plaintiffs in granting this relief.**

6. The Second Circuit Courts have liberally viewed motions to vacate default judgments, noting in particular that “strong public policy favors resolving disputes on the merits.” *American Alliance Ins. Co Ltd v. Eagle Insurance Co.*, 92 F.3d 57, 61 (2<sup>nd</sup> Cir 1996); *Gravatt v. The City of New York et al*, 1997 WL 419955 (S.D.N.Y). Specifically, the Second Circuit in *Davis v. Musler* laid out three criteria that need to be evaluated in deciding if a motion to vacate a default judgment should be granted pursuant to FRCP §60(b)(1): “(1)whether the default was willful; (2) whether defendant has a meritorious defense; and (3)the level of prejudice that may occur to the non-defaulting party if relief is granted.” 713 F.2d 907, 915 (2<sup>nd</sup> Cir 1983). In this case, the default was not willful as the Defendants did not receive the summons and complaint and did not know about the lawsuit until the default judgment was entered, and the Defendants have a meritorious defense because they had a hold harmless agreement with Masters, who hired the Plaintiff's employer, and were also an additional named insured on their policy. With respect to the third criteria, the lawsuit was only commenced in January 2008, and notice of entry was not filed until late May 2008 so there is no real prejudice to the Plaintiff especially since some of the necessary parties to this action have not been sued. Furthermore, the undersigned spoke with Plaintiffs' counsel who said that he would be filing an amended

summons and complaint to add Master Roofing as a Defendant to this action as they are a necessary party to this matter.

- a. **The default by the Defendants was not willful nor in bad faith, and therefore, the first criteria for vacating a judgment has been satisfied.**

7. While New York Courts have generally refused to vacate a default judgment when the moving party made a strategic decision to default, the Second Circuit has also held that “the Court must look for bad faith or something more than mere negligence before rejecting a claim of excusable neglect based on an attorney’s or a litigant’s error.” *Gravatt* 1997 WL 419955, 3; *See American Alliance*, 92 F.3d at 60; *See also Brien v. Kullamn Industries Inc*, 71 F.3d 1073 (2d Cir. 1995). Additionally, the Second Circuit in *Gravatt* held that “imprudent, inattentive, careless or even negligent handling of a case, although not to be condoned, does not demonstrate willfulness.” *Gravatt Id. citing L.A. Gear Inc v. Kobacker Co Inc*, No. 93 Civ 8651, 1994 WL 455573 at 3, (S.D.N.Y. 1994). Clearly, there was no strategic decision on the part of the Defendant to default as he nor his corporation received the papers until after the default judgment was already entered with the Court. The minute the Defendant found out about the lawsuit he immediately contacted his insurance company and Master’s insurance company to have them defend and indemnify 202 GRANDVIEW in this action. Immediately after receiving a denial from both their insurance company and Master’s insurer, the Defendants retained counsel in an attempt to rectify the situation. Please see Exhibits “E” and “F.” Whether it was an error on the part of the Plaintiffs regarding service or an error by the NY Secretary of State, there is an obvious and adequate reason for the Defendants’ default in this matter, and thus, the first criteria has been satisfied.

- b. **The second criteria for evaluating a motion for to vacate a judgment has been met because Defendants are able to assert a meritorious defense.**

8. With respect to the meritorious defense prong, the Second Circuit has adopted the standard espoused by the Seventh Circuit, specifically that "A defense is meritorious if it is good law as to give the factfinder some determination to make." *American Alliance*, 92 F.3d at 61 citing *Anilina Fabrique de Colorants v. Aakash Chemicals and Dyestuffs Inc.*, 856 F.2d 873, 879 (7<sup>th</sup> Cir 1988); See *Gravatt*, 1997 WL 419955 at 4. The Defendants have asserted several defenses and have attached said answer hereto as Exhibit "G." The defenses include: (1) 202 GRANDVIEW had a hold harmless provision for indemnification in its agreement with Masters, who is the party who hired the Plaintiff's employer (2) was named as an additional insured on Master's insurance policy (3) a portion of the work done on Defendant's property was unknowingly subcontracted out to Tadana, the Plaintiff's employee (4) all the necessary parties to the action have not been joined and (5) contributory negligence. Aside from the fact that the Defendants never performed nor supervised any of the work done on the premises, the contract entered into between Master and the Defendants included a hold harmless provision that provides Master will defend and indemnify 202 GRANDVIEW from all claims of any nature, including those brought by employees of any subcontractors arising in whole or in part from injury. Please see page 2 of Exhibit "B." As such, this is clearly why Plaintiffs' counsel has indicated they will amend their summons and complaint and bring Master into this action as they have contractually agreed to indemnify the already named Defendants. Also, pursuant to the contract, Master named 202 GRANDVIEW as an additional insured on their liability policy. Furthermore, Masters never informed 202 GRANDVIEW or its representative that it had hired Tadana to do a portion of the work, and pursuant to the terms of the contract in the event a subcontractor was

hired all the same conditions were to apply, including adequate liability insurance. Please see subsection E on Page 2 of Exhibit "B." In addition, the undersigned intends to bring a declaratory judgment action against both our insurance company, United Risk Management, and Master's insurance company, Scottsdale, for improper denials of a defense and indemnification for the Defendants. Thus, all the necessary parties to this action have not been joined, and the Defendants have obviously established a meritorious defense.

Moreover, the Defendants will assert contributory negligence, a valid defense pursuant to NY Lab Law Section §200, which the Plaintiffs assert as one of their causes of action. In *Gravatt*, the Second Circuit held that although the Plaintiff claimed contributory negligence was not a valid defense under New York Labor Law, it is clearly a defense under Section §200. *Gravatt*, 1997 WL 419955 at 5. Therefore, the Defendants have established several meritorious defenses to this action, and should be allowed to be heard on the merits of the case.

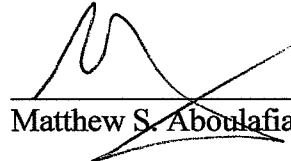
**c. The Plaintiffs will not be prejudiced if the judgment is vacated as the case has not been unduly delayed, and there is clearly a question of liability.**

With respect to the prejudice criteria, the Courts have held delay by itself is not sufficient to establish prejudice but rather have considered if the delay will "result in the loss of evidence, create increased difficulties of discovery, or provide greater opportunity for fraud and collusion." *Davis v. Musler*, 713 F.2d 907, 916 citing 10 C. Wright, A. Miller and M. Kane, *Federal Practice and Procedure: Civil* 2699 at 536-37 (1983); See *Gravatt*, 1997 WL 419955 at 6. It should be again noted that the Plaintiffs have indicated they are amending their summons and complaint to bring Master into the action, and therefore, the case will be delayed but Master is clearly a necessary party to this lawsuit. Additionally, the action was only commenced in January 2008 and the notice of entry entered in late May 2008. As soon as the Defendants received notice of

this action in late May, they contacted their insurance company and Master's insurer. Upon being denied a defense several weeks ago, the Defendants then sought counsel and retained the undersigned. It is evident that the Plaintiffs will not suffer from any real prejudice if the default judgment is vacated.

### **CONCLUSION**

The within Motion to Vacate the Default Judgment should be granted pursuant to FRC §60(b)(4) on the ground that the judgment was void for lack of personal jurisdiction and pursuant to FRCP §60(b)(1) on the basis that all three criteria for determining whether to vacate such a judgment have been satisfied. In this case, the within papers present more than sufficient evidence that all three criteria have been met, and that personal jurisdiction was not established.

  
Matthew S. Aboulafia (MA-7873)



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI and SONIA SINCHE  
his wife, Per Quod

Plaintiffs,

-against-

Civil Action No.:  
08-CV00339

**AFFIDAVIT IN  
SUPPORT**

202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a GRANDVIEW ESTATES, LLC.

Defendants.

-----X  
STATE OF NEW YORK )

COUNTY OF NEW YORK )

Moshe Junger, being duly sworn deposes and says:

1. I am the sole member of the coporate Defendant named herein and submit this Affidavit in Support of the instant motion to vacate the default judgment entered against myself and my company.

2. I have both a meritorious defense to this action, as well as a reason why an answer to the Complaint was not timely interposed.

**FACTS**

3. In 2005, I purchased, through my company 202 Grandview Estates LLC, the property at 202 Grandview Avenue Monsey New York. Please see the deed for the property attached hereto as Exhibit "A." I intended to make this property a home for my family and hired Master Roofing & Siding, Inc. (hereinafter "Master") to do certain work at the premises. As a condition to that work, I insisted that they name my company as an additional insured on their

insurance policy, which they did. Please see contract, invoice and certificate of insurance attached hereto as Exhibit "B."

4. They started work at the house and unbeknownst to me, Master sub contracted a portion or portions of their work to a company known as Tadana Construction, LLC (hereinafter "Tadana") whom I now know to be the company that the Plaintiff worked for at the time of this alleged incident. Please see a certificate of insurance for Tadana attached hereto as Exhibit "C."

#### **MERITORIOUS DEFENSE**

5. Neither myself or my company performed any work at the premises up to and during the time of the alleged incident. All the work, including any supervisory work, was done by Master and Tadana. Additionally, the contract with Master includes a hold harmless agreement for indemnification of my company based on any claims or lawsuits arising out of their work at my premises *including claims brought by employees of their sub contractors*. As a result thereof Master needs to be brought into this litigation.

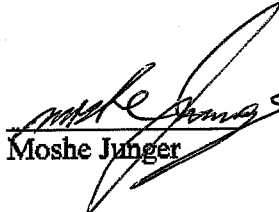
#### **NOTICE AND A EXCUSABLE DELAY**

6. The first time I received notice of this lawsuit was on May 28, 2008 when a copy of the Default Judgment with Notice of Entry was mailed to my home address at 725 East 5<sup>th</sup> Street, Brooklyn, NY 11218. Please see the complaint and supporting papers attached hereto as Exhibit "D." I immediately notified my broker United Risk Management, who then contacted Master's insurance company, Scottsdale, to defend and indemnify my company in this lawsuit. Please see May 29, 2008 letter attached hereto as Exhibit "E."

On June 6, 2008 Scottsdale rejected my broker's request because the incorrect certificate of insurance was sent to them. Please see letter attached hereto as Exhibit "F." My broker then sent the correct certificate to Scottsdale, but he received no response from them until recently when they declined to defend me. At that point, my broker immediately contacted my insurer asking for a defense, for which we are still waiting for a response. Please see notification dated June 26, 2008 attached hereto as Exhibit "G."

I also had my personal lawyer, Elliot Haan, contact Plaintiff's attorney who had agreed to consider vacating the judgment if Scottsdale was willing to take over the case. Since I fully expected Scottsdale to defend me pursuant to my indemnification agreement with Master and due to the fact that I was named as an additional named insured on their policy, I did not hire an attorney to vacate the default judgment until last week.

I am advised that the above constitutes both a valid excuse for not timely answering the Complaint and a meritorious defense to the action.

  
Moshe Junger

Sworn to before me this  
21<sup>st</sup> day of July 2008

  
Notary Public

JOSEPH ITZKOWITZ  
NOTARY PUBLIC, State of New York  
No. 01176478009  
Qualified in Kings County  
Commission Expires November 19 2011



**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS  
(INDIVIDUAL OR CORPORATION)**

**STANDARD NYBTU FORM 8007**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

*THIS INDENTURE*, made the 21<sup>st</sup> day of June, two thousand and five, between  
Ernst Vincent Bruno, 201 a/k/a 202 Grandview Avenue, Monsey, NY 10952

, party of the first part, and

202 Grandview Estates LLC, a New York Limited Liability Company with offices located at 199 Lee Avenue,  
Suite 287, Brooklyn, New York 11211

, party of the second part,

*WITNESSETH*, that the party of the first part, in consideration of Ten (\$10.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

*ALL* that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

**SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF.**

*TOGETHER* with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

*TOGETHER* with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

*TO HAVE AND TO HOLD* the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

*AND* the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.


*AND* the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

3

*IN WITNESS WHEREOF*, the party of the first part has duly executed this deed the day and year first above written.

*IN PRESENCE OF:*

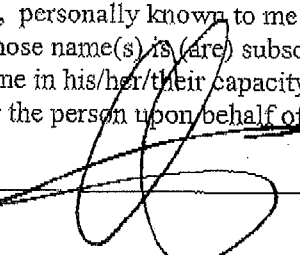
  
Seller - Ernst Vincent Bruno

Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF ROCKLAND    )

On the 21<sup>st</sup> day of JUNE in the year 2005 before me, the undersigned, personally appeared, **Ernst Vincent Bruno**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

  
HARVEY L. BARNETT  
Notary Public, State of New York  
01BA4808255  
Qualified in Queens County  
Commission Expires June 30, 2006

Section: 41.13

Block: 2

Lot: 9

CWLO50383

Record and Return to: 202 Grandview Estates LLC  
199 Lee Ave # 287  
Brooklyn, NY 11211

**Rockwell Abstract, LLC**  
Issued on behalf of  
**Stewart Title Insurance Company**

**Title No.: RWL050383**

**SCHEDULE A**

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Ramapo, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of Grandview Avenue located the following 2 courses and distances from the point of intersection of the center line of Willow Tree Road and Grandview Avenue;

a) along the center line of Grandview Avenue South 73 degrees 42 minutes 50 seconds East 423.18 feet and

b) South 19 degrees 37 minutes 30 seconds West 20.44 feet;

THENCE from said beginning point along lands now or formerly of Trleb South 19 degrees 37 minutes 30 seconds West 482.96 feet to an iron pipe;

THENCE still along said lands now or formerly of Trleb South 10 degrees 51 minutes 40 seconds West 40.02 feet;

THENCE along lands conveyed by William W. Weiss and wife to William P. Seligman by deed recorded in the Rockland County Clerk's Office on June 27, 1960 in Liber 717 of Deeds page 562 the following two courses (1) North 71 degrees 01 minutes 30 seconds West 175.86 feet and (2) North 18 degrees 58 minutes 30 seconds East 514.30 feet to the southerly line of Grandview Avenue;

THENCE along the southerly line of Grandview Avenue South 73 degrees 42 minutes 50 seconds East 175.86 feet to the point or place of BEGINNING.

**FOR INFORMATION ONLY:**

Said premises is known as 201 Grandview Avenue  
a/k/a 202 Grandview Avenue, Monsey, New York.

Also known as Section 41.13, Block 2, Lot 9 in Rockland County.

Ed Gorman, County Clerk

1 South Main St Ste 100

New City, NY 10956

(845) 638-5221

**Rockland County Clerk Recording Cover Sheet****Received From :**ROCKWELL ABSTRACT  
39 WEST 37TH STREET  
NEW YORK, NY 10018**Return To :**202 GRANDVIEW ESTATES LLC  
199 LEE AVE #287  
BROOKLYN NY 11211**First GRANTOR**

BRUNO, ERNST V

**First GRANTEE**

202 GRANDVIEW ESTATES LLC

Index Type : Land Records

Instr Number : 2005-00034833

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee : \$120.00

Recording Pages : 4

The Property affected by this instrument is situated in Ramapo, in the  
County of Rockland, New York**Real Estate Transfer Tax**

RETT # : 6940

Deed Amount : \$785,000.00

RETT Amount : \$3,140.00

Total Fees : \$3,260.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was  
recorded in the Clerk's office for Rockland County,  
New York

On (Recorded Date) : 06/28/2005

At (Recorded Time) : 8:05:59 AM



Doc ID - 013143680004

*Ed Gorman*

Ed Gorman, County Clerk







## 202 Grandview Estates

### Sub-Contractor Agreement

Sub-Contractor Name Massac Roofing & Siding, Inc.

Sub-Contractor Address 25 Robert Pitt Dr.

Suite 212 Monsey, N.Y. 10950

This agreement is being entered into all by indicated parties for any and all work done for, with, or on behalf of 202 Grandview Estates LLC ("Owner") at 202 Grandview Ave, Monsey, NY ("the Property") for the period starting 4/19/2007 and running until completion of contractual obligations.

This agreement is being provided for 202 Grandview Estates LLC as Owner and Contractor in full agreement to the insuring and hold harmless conditions outlined below, and pertains to all work performed during this indicated period of time whether via written or verbal arrangements.

Prior to commencement of any work under this contract and until completion and final acceptance of the work, the Sub-Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and 202 Grandview Estates LLC certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined bodily injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) Dollars per occurrence and TWO Million (\$2,000,000.00) Dollars in the aggregate. The aggregate must be applicable on a per annual basis. Coverage must include the following perils:
  1. Completed Operations/Products Liability
  2. Independent Contractors
  3. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to the Owner 202 Grandview Estates LLC
  4. A copy of policy and / or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of 202 Grandview

Estates LLC To provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. The amount of insurance contained in aforementioned insurance coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
- D. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract.
- E. Should the Sub-Contractor engage another Sub-contractor, the same conditions will apply under this contract to each Sub-contractor, however the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (2,000,000.00) Dollars in the aggregate, with said limits applicable on a per annual basis, or such greater limits as may be requested by the retaining Contractor;

## Hold Harmless

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of and hold harmless 202 Grandview Estates LLC and its shareholders, directors, officers, agents, employees, and representatives from all claims of whatsoever nature or kind, including those brought by employees of Sub-Contractor, its employees, agents and subcontractors, and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omission, breach or default of Contractor, its officers, directors, agents employees and subcontractors, in connection with the performance of any work by or for Owner and/or Contractor pursuant to any contract Purchase Order and or related Proceed Order, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of 202 Grandview Estates LLC and its shareholders, directors, officers, agents, employees and representatives, arising in whole or in part out of any such acts, omissions, breach or default. The foregoing indemnity shall include injury or death of any employee of the Owner or Contractor and shall not be limited in any way by and amount of type of damage, compensation, disability benefits or other similar employees benefit act.

The Sub-Contractor hereby expressly permits the Owner to pursue and assert claims against the Sub-Contractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

All the work done by the Sub-Contractor shall be performed with N.Y.C. Building Department and OSHA Codes.

Any Fines for Contractor's wrongdoing from this date until finish date is Contractor's responsibility only.

Signature \_\_\_\_\_  
Print name and title \_\_\_\_\_  
Date 4/19/2007

*[Handwritten signature]*  
4/19/8007 Cwink

Master Roofing & Siding Inc.  
 25 Robert Pitt Drive  
 Suite 212  
 Monsey, NY 10952  
 Fax: (845) 425-1664



# Invoice

Date	Invoice #
4/19/2007	917

<b>Bill To</b>
----------------

Moishy Ungar
--------------

<b>Job Location</b>
---------------------

New House on Grandview
------------------------

Qty	Item	Description	Price	Total
	Felt Paper	Cover all open plywood with 15lb felt paper		
	Ice & water sh...	Install on all edges and valleys of roof		
	Copper Roof	Install copper on top and bottom of window		
	Shingles	install Certainteed Shingles with a 50-year warranty; green		
	Flashing	Install flashing on all places needed with copper		
	Ridge vent	Install ridge vent with t-text cap on peak of roof		
	Tyvek Paper	Wrap around house with tyvek paper		
	Building Cost		38800.00	38,800.00
<b>Total</b>				\$38,800.00
<b>Payments/Credits</b>				\$0.00
<b>Balance Due</b>				\$38,800.00

Sep 11 2007 4:44PM HP LASERJET FAX

09/11/2007 16:33 7184365111

INSURE SECURE INC

PAGE 01/01

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER  
INSURE SECURE, INC  
4707-15TH AVE  
BROOKLYN, NY

718-436-5111

11219

DATE ISSUED/REVISED  
3/11/2007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
MASTER ROOFING & SIDING, INC.  
3 DEBORAH ROAD  
MONSEY, NY 10852

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A SCOTTSDALE INSURANCE CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THIS POLICY IS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE	LIMIT
<input checked="" type="checkbox"/> GENERAL LIABILITY	CLS 1323800	11/04/2008	11/04/2007	EACH OCCURRENCE	1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PREMIER TO RENTED	50,000
<input type="checkbox"/> GLAMMAGE <input checked="" type="checkbox"/> OCCUR				AND EXP (Any one person)	
<input type="checkbox"/> PERSONAL & ADV INJURY				GENERAL AGGREGATE	1,000,000
<input type="checkbox"/> GENERAL AGGREGATE				PRODUCTS - COMPLET AGG	2,000,000
<input type="checkbox"/> PRODUCTS - COMPLET AGG					1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (SA ACCIDENT)	
<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
<input type="checkbox"/> RENTED AUTOS				PROPERTY DAMAGE (Per accident)	
<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - SA AGG	
<input type="checkbox"/> DAMAGE LIABILITY				OTHER THAN AUTO ONLY	SA AGG
<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	
<input type="checkbox"/> EXCESS UMBRELLA LIABILITY				AGGREGATE	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
<input type="checkbox"/> DEDUCTIBLE					
<input type="checkbox"/> RETENTION					
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				AGGREGATE	
<input type="checkbox"/> ANY PARTITION/PARTNERS/EXECUTIVE OFFICERS/UNDERWRITERS				GL EACH ACCIDENT	
<input type="checkbox"/> THIS COVERAGE IS NOT AVAILABLE IN SOME STATES				GL DISEASE - SA EMPLOYER	
<input type="checkbox"/> OTHER				GL DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED WITH RESPECT TO WORK BEING DONE BY THE INSURED

**CERTIFICATE HOLDER**

202 GRANDVIEW ESTATES, LLC  
198 LEE AVENUE  
BROOKLYN, NY 11211

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED INSURER WILL Endeavor TO MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, OR AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1999



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YYYY) 6/12/2007	
<b>PRODUCER</b> OMEGA INSURANCE AGENCY 623 Westfield Avenue Elizabeth, NJ 07208		908-355-8765		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>		
<b>INSURED</b> TADANA CONSTRUCTION LLC GENARO CHICA 428 UNION AVENUE ELIZABETH, NJ 07208		<b>INSURERS AFFORDING COVERAGE</b>			<b>NAIC #</b>	
		INSURER A: RUTGERS CASUALTY INS. CO.			889	
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP290292410	10/18/2006	10/18/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> COEXCUTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS <b>THE CERTIFICATE HOLDER NAMED BELOW IS NAMED AS ADDITIONAL INSURED</b>						
<b>CERTIFICATE HOLDER</b> MASTER ROOFIND AND SIDING 25 ROBERT PITT DRIVE SUITE 210 MONSEY NY 10952 845-425-1684				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Gloria A Cardenas</i>		





UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI AND SONIA SINCHÉ,  
his wife, PER QUOD,

Plaintiffs,

Docket # 08-CV-00339

-against-

202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

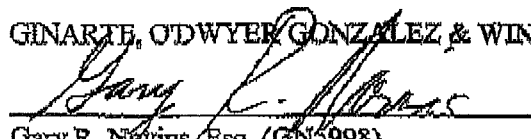
**NOTICE OF ENTRY**

Defendants..  
-----X

PLEASE TAKE NOTICE, that the within is a (certified) true copy of a DEFAULT JUDGMENT duly signed by Judge Robert W. Sweet of the U.S.D.C., Southern District of New York, on the 23<sup>rd</sup> day of April, 2008 and the Clerk's Certificate filed on April 22, 2008 in the office of the Judgment Clerk of the Court.

Dated: New York, New York  
May 19, 2008

GINARTE, ODWYER GONZALEZ & WINOGRAD, LLP

  
-----  
Gary R. Novins, Esq. (GN5998)

Attorneys for Plaintiffs

225 Broadway, 13<sup>th</sup> Floor

New York, New York 10007

(212) 601-9700

To:

202 Grandview Estates, LLC  
199 Lee Avenue, Suite 287  
Brooklyn, New York 11211

Moshe Junger d/b/a 202 Grandview Estates, LLC  
199 Lee Avenue, Suite 287  
Brooklyn, New York 11211

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI AND SONIA SINCHE,  
his wife, PER QUOD,

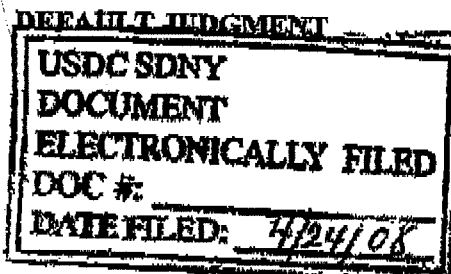
Plaintiff,

- against -

202 GRANDVIEW ESTATES, LLC and MOSHE  
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

Defendant.  
-----X

08 Civ. 00339 (RWS)



This action having been commenced on January 15, 2008 by the filing of the Summons and Complaint, and a copy of the Summons and Complaint having been served on the defendants, 202 GRANDVIEW ESTATES, LLC and MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC, on January 30, 2008 by Secretary of State and a proof of service having been filed on February 12, 2008 and the defendant not having answered the Complaint, and the time for answering the Complaint having expired, it is

ORDERED, ADJUDGED AND DECREED: That the plaintiff have judgment against defendant in the liquidated amount of \$5,000,000.00 plus costs and disbursements of this action in the amount of \$679.33 amounting in all to \$5,000,679.33.

Dated: New York, New York

4-23-08

\_\_\_\_\_  
U.S.D.J.

This document was entered on the docket  
on \_\_\_\_\_.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
SEBASTIAN SICHQUI AND SONIA SINCHÉ,  
his wife, PER QUOD,

08 Civ. 00339

- against -

**CLERK'S CERTIFICATE**

202 GRANDVIEW ESTATES, LLC and MOSHE  
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

Defendant.  
-----x

APR 22 2008

I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on January 15, 2008 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendants by serving 202 GRANDVIEW ESTATES, LLC and MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC, on January 30, 2008 by Secretary of State and a proof of such service thereof was filed on February 12, 2008.

I further certify that the docket entries indicate that the defendants have not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant is hereby noted.

Dated: New York, New York

April 9, 2008

**J. MICHAEL MCMAHON**  
Clerk of the Court

By:                       
Deputy Clerk

**AFFIDAVIT OF SERVICE BY MAIL**

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

ANA E. COLON, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides in Bronx County, New York.

On May 20, 2008 deponent served a copy of the within NOTICE OF ENTRY upon the following parties and/or attorneys for the parties shown below by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper in an official depository under the exclusive care and custody of the United States Post Office Department.

**ADDRESSES**

Via CMRRR: 7007 0710 0005 6021 9326  
202 Grandview Estates, LLC  
199 Lee Avenue, Suite 287  
Brooklyn, New York 11211

Via CMRRR: 7007 0710 0005 6021 9319  
Moshe Junger d/b/a 202 Grandview Estates, LLC  
199 Lee Avenue, Suite 287  
Brooklyn, New York 11211

Via CMRRR: 7007 0710 0005 6021 8350  
Moshe Junger  
725 East 5<sup>th</sup> Street  
Brooklyn, New York 11218

  
\_\_\_\_\_  
ANA E. COLON

Sworn to before me this  
20th day of May, 2008

  
\_\_\_\_\_  
Notary Public

SHIRLEY MEDINA  
Notary Public State of New York  
No. 01ME8157896  
Qualified in Kings County  
Commission Expires Dec 31, 2010

JUDGE STREET

DOC #

CV

0038

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CEBASTIAN SICHQUI and SONIA SINCHÉ,  
his wife, Per Quod

Plaintiffs,

-against-

202 GRANDVIEW ESTATES, LLC and MOSHE  
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC

Defendants.

Trial by Jury Demanded

COMPLAINT

Plaintiffs, complaining of the defendants, by their attorneys, **Ginarte, O'Dwyer Gonzalez**  
& **Winograd, LLP**, upon information and belief, at all times herein mentioned, allege as follows:

**AS AND FOR A FIRST CLAIM FOR RELIEF**

1. The plaintiffs are residents of the State of New Jersey, being domiciled at 27 Chilton Street, Elizabeth, New Jersey.
2. Jurisdiction herein is based upon 28 U.S.C. §1332, diversity of citizenship and that the matter in controversy exceeds the sum of \$75,000.
3. The defendant, **202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.
4. The defendant, **202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.
5. The defendant, **202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

6. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.

7. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.

8. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

9. The defendant **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** was involved with a construction project at the subject premises on July 25, 2007.

10. The defendant **202 GRANDVIEW ESTATES LLC** was a contractor involved with a construction project at the premises on or about July 25, 2007.

11. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** managed the aforementioned construction project and/or premises.

12. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** controlled aforementioned construction project and/or premises.

13. The defendant, **202 GRANDVIEW ESTATES LLC**, managed the aforementioned construction project and/or premises.

14. The defendant, **202 GRANDVIEW ESTATES LLC**, controlled the aforementioned construction project and/or premises.

15. Sometime prior to the occurrence complained of, the defendants, **202 GRANDVIEW ESTATES LLC** and **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES**,

LLC contracted with Tadana Construction, to erect, demolish, renovate, repair, alter, alter, paint, clean, excavate, construct and/or maintain the aforementioned construction project and/or premises.

16. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was an employee of Tadana Construction.

17. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was lawfully at the aforementioned construction project and/or premises and was in the course of his employment with Tadana Construction in connection with the erection, demolition, repairing, altering, painting, cleaning, renovation, excavation, construction and/or maintenance of the aforementioned premises.

18. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** while engaged in the above described employment was cause to fall and suffer severe and permanent personal injuries.

19. The aforesaid occurrence and consequential injuries were due solely and occasioned by the wanton, reckless, malicious and negligent acts of the defendants, with utter disregard of the result upon the rights and safety of the plaintiff, either alone or in conjunction with its agents, servants and/or employees, and without any negligence on the part of the plaintiff contributing thereto; in failing to advise the plaintiff of the dangerous condition then and there existing; in failing to provide the plaintiff with proper safety equipment; in permitting, allowing and causing the plaintiff to work under dangerous and unsafe conditions; in failing to insure that the work area be so constructed, shored, equipped, guarded, arranged, operated and conducted so as to provide reasonable and adequate protection and safety to the persons employed thereon as mandated by the United States and the New York State Administrative enactments and statutes.

20. The above described occurrence was caused by the defendants' violation of Section 200 of the Labor Law of the State of New York.

21. The above described occurrence was caused by the defendants' violation of Section

240 of the Labor Law of the State of New York.

22. The above described occurrence was caused by the defendants' violation of Section 241 of the Labor Law of the State of New York, and more particularly, Subsection (6) thereof.

23. By reason of the foregoing, the plaintiff, **CEBASTIAN SICHQUI** has been damaged in an amount not exceeding **FIVE MILLION DOLLARS (\$5,000,000.00)**.

**AS AND FOR A SECOND CLAIM FOR RELIEF**

24. Plaintiffs reiterate and reallege each and every allegation contained in paragraphs "1" through "18" as if completely set forth herein

25. Plaintiff, **SONIA SINCHÉ**, was, at the time of the incident complained of, and is the wife of the Plaintiff, **CEBASTIAN SICHQUI**.


26. As the result of the Defendants' negligence she was denied, the companionship, society and consortium of her husband, the Plaintiff, **CEBASTIAN SICHQUI**.

27. By reason of the foregoing, the Plaintiff, **SONIA SINCHÉ**, has been damaged in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)**

**WHEREFORE**, Plaintiff demands judgment in an amount to be determined by this Court at a time to be determined by this Court in an amount which is beyond the jurisdictional capacity of all lower Courts which would otherwise have jurisdiction over this matter.

Dated: New York, New York  
January 2, 2008

YOURS, ETC.,

  
**RICHARD M. WINOGRAD(RW6911)**  
**GINARTE, O'DWYER GONZALEZ & WINOGRAD LLP**  
Attorneys for Plaintiff(s)  
305 Broadway, Suite 800  
New York, New York 10007  
212-267-4185







**UNITED RISK MANAGEMENT INC.**

**INSURANCE PROFESSIONALS**

May 29, 2008

**Scottsdale Insurance Company-Via Fax: 480-483-6752**  
**Attn: New Loss Department**

**RE: You're Insured: Master Roofing & Siding Inc.**  
**Policy# CLS1323800**  
**D/O/L: 7/27/07**  
**Location of Occurrence: 202 Grandview Avenue, Monsey, NY**  
**Our Insured: 202 Grandview Estates, LLC**

Dear Sir or Madam,

Please be advised that my above captioned insured contracted your above insured to do roofing work at the above location.


It came to our attention that an employee of your insured's subcontractor was hurt on the premises.

Enclosed please find a certificate of insurance naming our insured as additional insured along with a hold/harmless indemnification agreement.

My insured demands that you defend and indemnify them per the latter.

Should you have any questions please feel free to call myself or the insured Moshe Junger @718-403-0900.

Sincerely,

  
Mindy Sofer

CC: Mark Junger

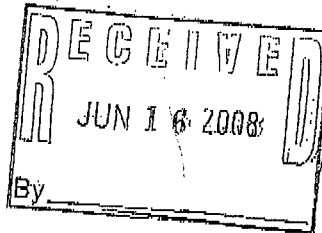
Please note, that the summons was served upon the Secretary of State and neither our insured nor according to master roofing did they receive a notice of this claim up until now.





SCOTTSDALE INSURANCE COMPANY®

June 6, 2008



Untied Risk Management, Inc.  
Attn: Barry  
134-136 Broadway, Suite 407  
Brooklyn, NY 11211

RE:	Your Insured:	202 Grandview Estates, LLC.
	Our Insured:	Master Roofing and Siding, Inc.
	Date of Loss:	7/27/07
	Location of Occurrence:	202 Grandview Avenue, Monsey, New York
	Claim No.:	1123989-173

Dear Barry:

This is in response to your demand for indemnification and defense on behalf of your insured 202 Grandview Estates, LLC. . We notice that the Certificate of Insurance that you sent to us is dated September 11, 2007, which is after the date of loss of July 27, 2007. Therefore, they are not an additional insured under our policy nor do we have a Blanket Additional Insured Endorsement. We have hired an investigator to look into this matter to see if we have a duty to defend and/or indemnify your insured.

Once we are in a position to make this assessment, we will respond to your tender in a timely manner.

Should you have any questions in regard to this matter, please do not hesitate to contact the undersigned.

Sincerely,

David W. Fisher  
Claim Analyst  
Extension 2746

DWF/gvp/GVP/S41857

Claims Division

P.O. Box 4120

Scottsdale, AZ 85261-4120

8877 N. Gainey Center Dr.

Scottsdale, AZ 85258

(480) 365-4000

FAX 480-483-6752

1-800-423-7675



A Nationwide® Company



***FASCIMILE TRANSMISSION***

***UNITED RISK MANAGEMENT***

***134-136 Broadway Suite 407***

***BROOKLYN, N.Y. 11211***

***TEL. (718) 387-3031, Ext 205-FAX (718) 387-3070***

***Date: June 26, 2008***

***To: Jimcor***

***Att: Claims Department***

***Fax: 201-573-8820***

***From: Mindy***

***Re: 202 Grandview Estates***

***Policy# 3CW-5349***

***TOTAL NUMBER OF PAGES 10 (INCLUDING THIS PAGE)***

***Attached please find a claim received for the above captioned policy.***

***Kindly forward confirmation of receipt ASAP.***

***If you have any questions please feel free to contact us.***

***Thank You.***

TRANSMISSION VERIFICATION REPORT

TIME : 06/26/2008 15:51  
NAME :  
FAX :  
TEL :  
SER.# : 000M6J397025

DATE, TIME	06/26 15:48
FAX NO./NAME	12015738820
DURATION	00:02:46
PAGE(S)	10
RESULT	OK
MODE	STANDARD
	ECM

**FASCIMILE TRANSMISSION**

**UNITED RISK MANAGEMENT**

**134-136 Broadway Suite 407**

**BROOKLYN, N.Y. 11211**

**TEL. (718) 387-3031, Ext 205-FAX (718) 387-3070**

**Date: June 26, 2008**

**To: Jimcor**

**Att: Claims Department**

**Fax: 201-573-8820**

**From: Mindy**

**Re: 202 Grandview Estates**

**Policy# 3CW-5349**

**TOTAL NUMBER OF PAGES 10 (INCLUDING THIS PAGE)**



## GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

DATE (MM/DD/YYYY)

6/26/2008

AGENCY <b>UNITED RISK MANAGEMENT INC</b> 134 Broadway #407-408 Brooklyn, NY 11211	PHONE (A/C, No, Ext): <b>(718) 387-3031</b>	<input checked="" type="checkbox"/> NOTICE OF OCCURRENCE <input type="checkbox"/> NOTICE OF CLAIM	DATE OF OCCURRENCE AND TIME <b>7/25/07</b>	AM <input type="checkbox"/> PM <input type="checkbox"/>	DATE OF CLAIM	PREVIOUSLY REPORTED YES <input type="checkbox"/> NO <input type="checkbox"/>
FAX (A/C, No): <b>(718) 387-3070</b>	E-MAIL ADDRESS: <b>unrm@aol.com</b>	EFFECTIVE DATE <b>3/01/07</b>	EXPIRATION DATE <b>3/01/08</b>	POLICY TYPE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE		RETROACTIVE DATE
CODE:	SUB CODE:	COMPANY <b>Essex Insurance Company</b>		MISCELLANEOUS INFO (Site & location code)		
AGENCY CUSTOMER ID:		POLICY NUMBER <b>3CW-5349</b>		REFERENCE NUMBER		

<b>INSURED</b>		<b>CONTACT</b>		<b>CONTACT INSURED</b>	
NAME AND ADDRESS <b>202 Grandview Estates LLC</b>  <b>199 Lee Avenue, P.M.B. 287</b> <b>Brooklyn, NY 11211</b>		NAME AND ADDRESS		WHERE TO CONTACT	
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext) <b>718-403-0900</b>	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	WHEN TO CONTACT	
CELL PHONE (A/C, No)	E-MAIL ADDRESS	CELL PHONE (A/C, No)	E-MAIL ADDRESS		

<b>OCCURRENCE</b>	
LOCATION OF OCCURRENCE (Include city & state) <b>Please see the attached.</b>	AUTHORITY CONTACTED
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary) <b>Please see the attached.</b>	

<b>POLICY INFORMATION</b>									
COVERAGE PART OR FORMS (Insert form #s and edition dates)									
GENERAL	AGGREGATE	PROD/COMP OF AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PD	BI
UMBRELLA/EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/DED		

<b>TYPE OF LIABILITY</b>			
PREMISES: INSURED IS	OWNER	TENANT	OTHER:
OWNER'S NAME & ADDRESS (If not insured)			TYPE OF PREMISES
PRODUCTS: INSURED IS			OWNERS PHONE (A/C, No, Ext):
MANUFACTURER			TYPE OF PRODUCT
VENDOR			MANUFACT PHONE (A/C, No, Ext):
OTHER:			
MANUFACTURER'S NAME & ADDRESS (If not insured)			
WHERE CAN PRODUCT BE SEEN?			
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain)			

<b>INJURED/PROPERTY DAMAGED</b>			
NAME & ADDRESS (Injured/Owner)			PHONE (A/C, No, Ext)
AGE	SEX	OCCUPATION	PHONE (A/C, No, Ext)
EMPLOYER'S NAME & ADDRESS			
DESCRIBE INJURY		WHERE TAKEN	WHAT WAS INJURED DOING?
<input type="checkbox"/> FATALITY			
DESCRIBE PROPERTY (Type, model, etc.)		ESTIMATE AMOUNT	WHEN CAN PROPERTY BE SEEN?

<b>WITNESSES</b>		
NAME & ADDRESS	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)
REMARKS		
REPORTED BY	REPORTED TO	SIGNATURE OF PRODUCER
SIGNATURE OF INSURED		



6/30/2008 04:47

Jimcor Agencies

Norman Wang →

1/1



60 Craig Road  
Montvale, NJ 07645  
Phone: (201) 573-8200  
Fax: (201) 573-8820  
www.jimcor.com

United Risk Management Inc.  
134-136 Broadway Suite 404-407  
Brooklyn, NY 11211

Jun 30, 2008

**Insured Name:** 202 Grandview Estates LLC  
**Date of Loss:** 7/25/2007  
**Policy Number:** 3CW-5349  
**Policy Term:** 3/1/2007 to 3/1/2008  
**Claim Number:** 080630-002

Dear Mindy,

We are in receipt of the incident regarding 202 Grandview Estates LLC, which was received in our office on 6/26/2008.

We have forwarded this claim onto Essex Insurance Company. To obtain your claim information, please contact Essex Insurance Company at (800) 963-7739.

Sincerely,

Janet Paratore  
Claims Assistant  
jparatore@jimcor.com  
Phone: 201-573-8200 Ext:1180  
Fax: 201-573-8820

Claim Number: 080630-002

Jimcor announces a **NEW Homeowner's Enhancement Program!** Talk to your Personal Lines Underwriter today about this exciting new program and ask how you can provide your client with **Silver, Gold and Platinum Homeowner Policies!**

Exhibit G

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CEBASTIAN SICHQUI and SONIA SINCHE  
his wife, Per Quod

Civil Action No.:  
08-CV00339

Plaintiffs,

-against-

**ANSWER**

202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a GRANDVIEW ESTATES, LLC.

Defendants.

-----X  
Defendants 202 GRANDVIEW ESTATES LLC AND MOSHE JUNGER d/b/a

GRANDVIEW ESTATES LLC, by their attorney, ABOULAFIA LAW FIRM LLC, as and for  
their Response to Plaintiffs' Summons and Complaint dated January 2, 2008 alleges the  
following upon information and belief:

- 1) Defendants do not have knowledge or information sufficient to form a belief as to any  
of the allegations contained in Paragraphs 1, 2, 16, 17, 17, 24, & 25.
- 2) Defendants deny the allegations contained within Paragraphs 6, 7, 8, 9, 10, 11, 12, 13,  
14, 15, 19, 20, 21, 22, 23, 26 & 27.
- 3) Defendants admit the allegations contained within Paragraphs 3, 4, & 5.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

4) Defendants had a hold harmless provision for indemnification in its contract with  
Masters, who is the party who hired the Plaintiff's employer, and that it is Masters, who is not a  
named Defendant to this action, that is the party responsible for hiring the Plaintiff, supervising  
the work ongoing at the premises and defending and indemnifying the named Defendants.  
Defendant 202 GRANDVIEW was also named as an additional insured on Master's liability  
insurance policy.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

5) A portion of the work done on Defendant's property was unknowingly subcontracted out to Tadana, the Plaintiff's employer, and therefore Defendant was unaware of Plaintiff ever being on the Defendant's property.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

6) Defendant did not live at the premises on the date of the loss and had no control over the work being done at the property.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

7) Defendants did not create nor were aware of the defect that caused the alleged injuries to the Plaintiffs.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

8) Any damages sustained by the Plaintiffs were caused by the culpable conduct of the Plaintiffs, including contributory negligence, assumption of risks, breach of contract and not by the culpable conduct or negligence of these answering Defendants. But if a verdict of judgment is awarded to the Plaintiffs, then and in that event the damages shall be reduced in the proportion which the culpable conduct attributable to the Plaintiffs bears to the culpable conduct which caused the damages.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

9) Plaintiffs have failed to state a cause of action upon which relief may be granted.

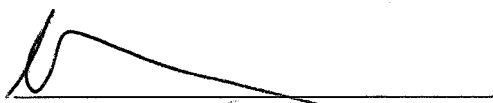
**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

10) Plaintiffs have failed to join a necessary party to the instant action.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

11) Plaintiffs have lack of personal jurisdiction over the Defendants as service was improper.

Dated: July 22, 2008  
New York, NY



Matthew S. ~~Aboulafia~~, Esq. (MA-7873)  
Aboulafia Law Firm LLC  
Attorney for Defendants  
60 East 42<sup>nd</sup> Street, Suite 2231  
New York, NY 10165  
(212) 684-1422

TO: Richard M. Winograd, Esq.  
Ginarte, O'Dwyer Gonzalez & Winograd LLP  
Attorneys for Plaintiffs  
225 Broadway, 13<sup>th</sup> Floor  
New York, NY 10007  
(212)601-9700

Docket # 08-CV-00339

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

CEBASTIA SICHQUI AND SONIA SINCHÉ,  
His wife, PER QUOD

Plaintiffs,

-against-

202 GRANDVIEW ESTATES, LLC AND MOSHE  
JUNGER d/b/a 202 GRANDVIEW ESTATES LLC,

Defendants.

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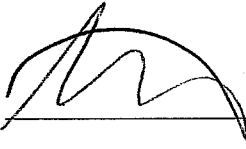
NOTICE OF MOTION, AFFIRMATION, AFFIDAVIT and EXHIBIT

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ABOULAFIA LAW FIRM LLC  
LINCOLN BUILDING  
60 East 42<sup>nd</sup> Street, Suite 2231  
New York, New York 10165  
Telephone: (212) 684-1422  
Facsimile: (212) 684-1428

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*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice  
in the courts of New York State, certifies that, upon information and belief and  
reasonable inquiry, the contentions contained in the annexed document are not  
frivolous.*

Dated: July 22, 2008 Signature: 

Name: Matthew S. Aboulafia